



Action. Finally, Quincy is required to reimburse Plaintiffs for all costs and attorneys' fees incurred in bringing this declaratory judgment action.

- Plaintiffs are entitled to judgment as a matter of law on their breach of contract claim in Count II
- 2. Plaintiffs' Motion for Summary Judgment is **DENIED** in all other respects.
- 3. Defendant's Motion for Summary Judgment (Doc. No. 60) is **DENIED**.
- 4. Harleysville shall submit a statement of damages it contends are owed based upon the Court's summary judgment ruling, including the cost of defending and indemnifying Mega in the Tavares Action, and the cost of prosecuting this declaratory judgment action, on or before **October 19, 2012**.
- 5. Defendant Quincy may submit a response to Harleysville's statement of damages on or before **November 9, 2012**.

**BY THE COURT:**

**/s/ Mitchell S. Goldberg**

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**Mitchell S. Goldberg, J.**